

**AMENDMENT NO. 2**  
**CONTRACT NO. 455-19-9003 FOR**  
**INSPECTION ENFORCEMENT TRACKING AND REPORTING SYSTEM**  
**BETWEEN**  
**THE RAILROAD COMMISSION OF TEXAS AND**  
**SENSE CORP**

**THIS AMENDMENT NO. 2** to Contract No. 455-19-9003 ("Contract") is entered into by and between the State of Texas acting through the Railroad Commission of Texas ("RRC"), located at 1701 N. Congress Ave., Austin, Texas and Sense Corp ("Vendor"), located at 2500 Bee Caves Road, Building Two, Suite 220, Austin, Texas (individually "Party"; collectively, "Parties").

**WHEREAS, SECTION 7.08** of the Contract provides the Parties may amend the Contract through written agreement; and

**WHEREAS**, on October 18, 2019, the Parties executed Amendment No. 1 to the Contract to modify section 1.01., SERVICES REQUIRED., subparagraph a., to include necessary wording, to modify section 3.01. CONTRACT LIMIT, FEES AND EXPENSES., changing the not-to-exceed total amount of the Contract through the total Contract Term from FOUR MILLION EIGHT HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND ZERO CENTS (\$4,847,282.00) to FIVE MILLION THREE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND ZERO CENTS (\$5,313,679.00), and memorializing RRC's acceptance of Vendor's proposed approach to Phase 2 of the Project and Vendor's revised terms and assumptions included as Attachment 1 to Amendment No. 1 to the Contract; and

**WHEREAS**, upon completion by Vendor and acceptance by RRC of Phase 1 deliverables, Vendor submitted to RRC a written request for release of retainage withheld from Payment of Phase 1 deliverables; and

**WHEREAS**, RRC considered Vendor's request for release of retainage withheld from payment of Phase 1 deliverables and deemed the Vendor's request was fair and reasonable; and

**WHEREAS**, RRC reviewed the Contract terms and conditions and identified no provision that permitted RRC to release any retainage prior to Vendor's completion of all work in all phases of the Contract; therefore, an amendment to the Contract would be necessary to contractually enable RRC to fulfill Vendor's request; and

**WHEREAS**, the Parties desire to further amend the Contract terms to their mutual benefit to reflect the changed circumstances.

**NOW, THEREFORE**, the Parties agree to amend the Contract as follows:

**I. SECTION VII. MISCELLANEOUS PROVISIONS.** The following subsection is added:

**7.09. RELEASE OF RETAINAGE.** Upon Vendor's written request for release of retainage withheld submitted to RRC, and at RRC's sole discretion and approval of Vendor's submitted written request for release of retainage withheld, prior to completion of the Contract, retainage withheld for any individual, fully completed and accepted Phase may be released prior to completion of any subsequent phases.

Except as expressly amended above, all provisions of the Contract, as amended through Amendment No. 1, remain in full force and effect. In the event of a conflict among provisions of the Contract, the order of precedence shall be: this Amendment No. 2; then Amendment No. 1, and then the original Contract in accordance with section **1.03. ORDER OF PRECEDENCE.**, therein.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Amendment No. 2 to the Contract to be effective as of the date of the last Party's signature hereto. By signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

**RAILROAD COMMISSION OF TEXAS**

By: 

Wei Wang,  
Executive Director

Date of Execution: 12/16/2019


**SENSE CORP**

By: 


James Schatte  
Senior Vice-President, Public Sector

Date of Execution: 12/16/2019

RRC use only below this line.

Div. Director:  12/13/2019

CM COO:  12/12/2019

OGC:  12/13/2019 (Approved as to form only)